

KENYATTA K. STEWART, CORPORATION COUNSEL
CITY OF NEWARK-DEPARTMENT OF LAW
920 BROAD STREET, ROOM 316
NEWARK, NEW JERSEY 07102
Attorney for Plaintiff
City of Newark

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

CITY OF NEWARK,

Plaintiff,

v.

CITY OF NEW YORK, et. al.,

Defendants.

Civ. No.

CERTIFICATION OF

SOTA
RECIPIENT #1

I, [REDACTED] of full age hereby certify and say:

1. I am a former participant in the New York Special One-Time Assistance ("SOTA") program.

2. I resided at [REDACTED] Newark, New Jersey 07108 from August 1, 2018 to February of 2019 (the "Premises").

3. I currently reside in Brooklyn, New York

4. I have personal knowledge of the matters contained herein.

5. I make this Certification in support of Newark's application for injunctive relief.

6. I do not have a pecuniary interest in the outcome of this litigation.

7. At the time of the signing of this Certification, I am of sound mind, unaltered by any medication (legal or illicit), and I am mentally competent to make the statements made herein.

8. I am not affiliated with or employed by the City of Newark.

9. I make this Certification freely and voluntarily with no coercion and under no duress. I have not been threatened, paid, or otherwise compensated in connection with the statements made in this Certification.

10. Before moving to Newark, I lived in a homeless shelter the Bronx, NY run by [REDACTED] (the "Shelter"), which I understand is a private organization affiliated with the City of New York.

11. I lived in the Shelter for over a year and met with case managers approximately every two weeks to ensure I was on pace to eventually leave the shelter.

12. At that time, I worked at [REDACTED] in New York City, New York making approximately [REDACTED] per year.

13. While living at the Shelter I applied to the SOTA program.

14. Case managers in the Shelter checked my credentials to make and I was approved for the program soon after.

15. Case managers in the Shelter advised me that I should look in Newark, New Jersey or Paterson, New Jersey because New York landlords were leery of the City's program and that I would find

something quicker in New Jersey.

16. I felt pressured to leave the shelter. I was told that I had overstayed my time there. I was told I had to "buckle down."

17. I inquired about "go-sees" (apartment inspections) to look at potential apartments on various occasions but was often ignored or denied.

18. The Shelter's housing specialists did not assist me with looking for an apartment and I was forced to hire an independent realtor.

19. I hired Darryl Taylor, a realtor who stated he worked with other SOTA recipients to find applicable housing.

20. Mr. Taylor took me on "go-sees" similar to those offered by the shelter, with multiple SOTA participants at the same time looking at various apartments.

21. I was able to spend about 10 minutes inspecting the Premises I eventually moved into.

22. Because of the pressure I experienced, I felt I needed to jump at the first available housing unit that I found.

23. The Premises was an apartment in a three-apartment flat, with one other family renting an apartment at the time.

24. To my knowledge, no representative from the City of New York ever inspected the Premises.

25. I signed a one-year Lease to the Premises online, agreeing to pay \$1,250.00 per month, plus \$1,250.00 per month as a security deposit.

26. Thereafter I received three checks for \$5,000.00 each payable to the Landlord, up front, for Rent, and another \$2,300.00 to be paid to the realtor.

27. I gave all of the checks to the Realtor who handled the rest of the financial transactions.

28. I was told by case workers that once the money was paid to the Landlord, I was "on my own." I was told I had to sue the Landlord directly.

29. During my stay in the Premises I had significant problems that I reported to the Landlord.

30. The bathroom ceiling in the Premises collapsed.

31. The heat never worked in the Premises.

32. The toilet stopped working in the Premises and the Landlord told me that it was my problem to fix.

33. There were roaches and rodents infesting the Premises.

34. Pipes broke in the Premises which caused a flood that covered the floors with water.

35. The water leaking from those broken pipes turned into ice due to the lack of heat in the Premises.

36. The family that resided in the flat when I moved in soon left and advised that I should do the same.

37. I made a number of complaints to the Landlord that were never addressed.

38. I reported the conditions to City of Newark Code Enforcement so that they could inspect the Premises.

39. After a number of inspections, City of Newark Officials informed me that I needed to leave the Premises because they were going to condemn the building.

40. I contacted the City of New York for assistance but was told that there was nothing the City of New York could do.

41. I eventually moved out of the Premises with the help of a friend.

42. The City of New York did not assist with my complaints about the Premises, nor did they assist me in leaving the Premises.

43. I am no longer part of the SOTA program.

44. I still receive aid from the City of New York under medicare.

45. I have a significant concern that, were my identity to become known to City of New Your officials, I may be subject to reprisal and retaliation. I am concerned about the possibility that I may have to go back into the City of New York's homeless system eventually.

46. I also have concern that, were my identity to become known in connection with this matter, I may be vilified by potential landlords in the future.

47. For those reasons, I am requesting that my identity remain confidential.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

By: 

SOTA Program Participant

Dated:

11/14/19